IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELATE CIVIL JURISDICTION

WRIT PETITION NO.2222 OF 1998

R.B.Patil Kisan Sahakari Kharedi
Vikri Sangh Ltd.,Kolhapur,
through its Manager,
1485-C, Laxmi Puri,
Kolhapur. ..Petitioner

Vs.

1. The Kolhapur District Mathadi
and Unprotected Employees
Mandal, Plot No.2, Khade Building,
Shahu Market Yard, Kolhapur.

2. The Collector, Kolhapur.

3. State of Maharashtra

4. Bombay Mazdoor Union
Kolhapur Branch ..Respondents

Mr.Dilip Bodake for Petitioner
Mr.A.V.Bukhari for Respondent No.1
Mrs. S.S. Bhende, A.G.P. for Respondent Nos.2 & 3

CORAM: F.I. REBELLO &
S.P. KUKDAY, JJ.
DATE: 21ST MARCH, 2005.

JUDGMENT (PER F.I.REBELLO,J.)

. There was settlement between the Petitioner and the Mathadi workers represented by the Union and the Board. In terms of the settlement it was agreed that the Management would pay the difference of increase in wages to Mathadi workers from 1st January, 1993 to 30th September, 1996, amounting to Rs.4,00,000/- plus 28% levy thereon. It was also agreed that Mathadi workers and the Mukadam if they had taken advance, the Management on a letter

submitted by the workmen that advance had been received would forward it to the Board. The Board then would recover the advance from the wages of the concerned workers and the Mukadam. The Management was to take steps for recovery against those mathadi workers who had already left the services.

. As the Petitioners did not pay the amount the Board issued an order dated 30th April, 1998. As an amount of Rs.1,37,000/- was due and payable. That order is challenged before this Court by the present Petition.

2. At the stage of admission the Petitioners were directed to deposit sum of Rs.1,37,000/- by an order dated 1st July, 1998. The Board there after took out a civil application. After hearing the parties, an order came to be passed on 27th August, 1999 where by the Court allowed the Board to withdraw the amount deposited and to distribute the same to the workers in terms of the settlement. The Board withdrew the amount. Learned Counsel for the Board points out that the amount has also been paid to the workers.

3. On behalf of the Petitioners the learned Counsel points out that the settlement itself provided for deductions of advance which were paid

by the Petitioners to the workers. A list of the amounts due from the workers it is contended is, as set out in paragraph four of the affidavit in rejoinder filed by Baban Nana Patil.

. On behalf of the Respondent Board it is pointed out that the deductions were subject to the Petitioner producing the consent letters from the workers to deduct the wages. The Petitioners did not produce any such letter and in these circumstances, the demands were made and subsequently after the amounts were withdrawn, by this Court's subsequent order of 27th August, 1999 those amounts were distributed to the workers.

4. We have heard learned Counsels for both the parties. In the instant case the settlement clearly provides that the Board would recover the amounts from the workers, if the Petitioner Management produces letters of consent from the workers. No such letters were produced. Apart from that on behalf of the Board the learned Counsel points out that apart from the mathadi workers on their roles, the Petitioners were also engaging other contract labourers through the Mathadi workers and the said labourers were paid wages by the Management through the Mathadi workers.

. Considering the fact that the Petitioners have been unable to produce any letters of consent from the workers as required by the settlement and as the money has already been distributed to the workers, we do not think this to be a fit case, to issue any directions or grant reliefs as prayed for by the Petitioners.

. In the light of that Rule discharged. There shall be no order as to costs.

(F.I.REBELLO,J.)

(S.P. KUKDAY,J.)